

HONORABLE RONALD B. LEIGHTON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UMG RECORDINGS, INC., a Delaware corporation; PRIORITY RECORDS LLC, a California limited liability company; BMG MUSIC, a New York general partnership; ARISTA RECORDS LLC, a Delaware limited liability company; SONY BMG MUSIC ENTERTAINMENT, a Delaware general partnership; and INTERSCOPE RECORDS, a California general partnership,

Plaintiffs,

v.

RANDY S. WARNE,

Defendant.

Case No. C05-5427 RBL

JUDGMENT AND
PERMANENT INJUNCTION BASED
ON STIPULATION

The Court, having considered the Stipulation to Judgment and Permanent Injunction executed by the parties,

IT IS ORDERED AND ADJUDGED THAT:

1. Plaintiffs have alleged that Defendant distributed (including by uploading) and/or reproduced (including by downloading) via the Internet or an online media distribution system copyrighted sound recordings owned or controlled by the Plaintiffs, without Plaintiffs' authorization, in

1 violation of 17 U.S.C. § 501. Without admitting or denying liability, Defendant has not contested
2 plaintiffs' allegations, and has acknowledged that such conduct is wrongful.
3

4 2. Defendant shall pay to Plaintiffs in settlement of this action the sum of \$8,570.00.
5

6 3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and service of process fee) in the
7 amount of \$430.00.
8

9 4. Defendant shall be and hereby is enjoined from directly or indirectly infringing Plaintiffs' rights
10 under federal or state law in the Copyrighted Recordings and in any sound recording, whether now
11 in existence or later created, that is owned or controlled by Plaintiffs (or any parent, subsidiary, or
12 affiliate record label of Plaintiffs) ("Plaintiffs' Recordings"), including without limitation by:
13

14 a) using the Internet or any online media distribution system to reproduce (*i.e.*,
15 download) any of Plaintiffs' Recordings, to distribute (*i.e.*, upload) any of Plaintiffs'
16 Recordings, or to make any of Plaintiffs' Recordings available for distribution to the
17 public, except pursuant to a lawful license or with the express authority of Plaintiffs;
18 or
19

20 b) causing, authorizing, permitting, or facilitating any third party to access the Internet
21 or any online media distribution system through the use of an Internet connection
22 and/or computer equipment owned or controlled by Defendant, to reproduce (*i.e.*,
23 download) any of Plaintiffs' Recordings, to distribute (*i.e.*, upload) any of Plaintiffs'
24 Recordings, or to make any of Plaintiffs' Recordings available for distribution to the
25 public, except pursuant to a lawful license or with the express authority of Plaintiffs.
26
27
28

1 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or any third party that
2 has used the Internet connection and/or computer equipment owned or controlled by Defendant has
3 downloaded without Plaintiffs' authorization onto any computer hard drive or server owned or controlled
4 by Defendant, and shall destroy all copies of those downloaded recordings transferred onto any physical
5 medium or device in Defendant's possession, custody, or control.
6

7
8 5. Defendant irrevocably and fully waives notice of entry of the Judgment and Permanent Injunction,
9 and understands and agrees that violation of the Judgment and Permanent Injunction will expose
10 Defendant to all penalties provided by law, including for contempt of Court.

11
12 6. Defendant irrevocably and fully waives any and all right to appeal this Judgment and Permanent
13 Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise to
14 attack in any way, directly or collaterally, its validity or enforceability.

15
16 7. Nothing contained in the Judgment and Permanent Injunction shall limit the right of Plaintiffs to
17 recover damages for any and all infringements by Defendant of any right under federal copyright law
18 or state law occurring after the date Defendant executes the Stipulation to Judgment and Permanent
19 Injunction.

20
21 8. Defendant shall not make any public statements that are inconsistent with any term of the
22 Stipulation to Judgment and Permanent Injunction.

23
24 9. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing this
25 final Judgment and Permanent Injunction.

26 Dated this 31st day of August, 2005.

27 
28 RONALD B. LEIGHTON
UNITED STATES DISTRICT JUDGE